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BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, DC 20554

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

In the Matter of:

Implementation of the Local
Competition Provisions in the
Telecommunications Act of 1996

CC Docket No. 96-98

SOURCE MATERIALS
Volume 6 of 10

TAB 50[NYNEX SGAT] through
TAB 62 [Spivy]

TO
PETITION FOR
FOR EXPEDITED RULEMAKING

BY
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and
COMPETITIVE TELECOMMUNICATIONS ASSOCIATION (CompTel)

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TABLE OF SOURCES AND SOURCE CONVENTIONS*

<u>TAB</u>	<u>Convention</u>	<u>Source</u>
50	NYNEX SGAT	Statement of Generally Available Terms and Conditions for Interconnection Services, Access to Unbundled Network Elements, Resale Telecommunications Services and Ancillary Telecommunications Service by New York Telephone Company d/b/a NYNEX (Apr. 13, 1997)
51	Order (*):	First Report and Order of the Federal Communication Commission, CC Docket No. 96-98, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996 (Aug. 8, 1996)
52	Pfau-G:	Direct Testimony of C. Michael Pfau on Behalf of AT&T Communications of the Southern States, Inc. Before the Georgia Public Service Commission, Docket No. 6863-U (Feb. 14, 1997)
53	Pfau-M:	Affidavit of C. Michael Pfau on Behalf of AT&T Communications of Michigan, Inc. Before the Michigan Public Service Commission, Case No. U-11104 (Jan. 8, 1997)
54	Pfau-S:	Supplemental Testimony of C. Michael Pfau on Behalf of AT&T Communications of Illinois, Inc. Before the Illinois Commerce Commission, Docket No. 96-0404 (Jan. 8, 1997)
55	Reeves-M:	Affidavit of Betty L. Reeves on Behalf of Sprint Communications Company L.P. Before the Michigan Public Service Commission, Case No. U-11104 (Jan. 8, 1997)
56	Reeves-S:	Supplemental Direct Testimony of Betty L. Reeves on Behalf of Sprint Communications Company L.P. Before the Illinois Commerce Commission, Docket No. 96-0404 (Apr. 22, 1997)
57	Reeves-W:	Testimony of Betty L. Reeves on Behalf of Sprint Communications Company L.P. Before the Wisconsin Public Service Commission, Docket No. 6720-TI-120 (Mar. 19, 1997)
58	Schwartz:	Deposition of Laura Schwartz Before the California Public Utilities Commission, Case No. 96-12-026 (Apr. 1, 1997)

* Other than the few items marked with an (*), the cited pages from these materials are assembled and presented in separate volumes with an index for convenient reference (where the documents are lengthy, only the cited pages appear). These source materials may be obtained upon request in their abbreviated or in complete form. The items marked with an (*) are omitted from the collection of source materials because they are generally available or have been filed previously with or promulgated by the Commission.

<u>TAB</u>	<u>Convention</u>	<u>Source</u>
59	Second Order on Recon (*):	Second Order on Reconsideration of the Federal Communication Commission, CC Docket No. 96-98 (Dec. 13, 1996)
60	Sinn:	Deposition of Jerold R. Sinn Before the California Public Utilities Commission, Case No. 96-12-026 (Mar. 17, 1997)
61	Smith:	Revised Statement of Mark T. Smith on Behalf of Sprint Communications Company L.P. Before the Pennsylvania Public Utility Commission, Docket No. M-00960840 (Mar. 11, 1997)
62	Spivy:	Affidavit of Adalene (Nene) Spivy on Behalf of MCI Telecommunications Corporation and MCImetro Access Transmission Services, Inc. Before the New York Public Service Commission, Case No. 97-C-0271 (Apr. 1, 1997)

**Source Material
Tab 50**

NYNEX SGAT

**Statement of Generally Available Terms and Conditions for
Interconnection Services, Access to Unbundled Network Elements,
Resale Telecommunications Services and Ancillary
Telecommunications Service by New York Telephone Company d/b/a
NYNEX (Apr. 13, 1997)**

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Source Material
Tab 51

Order

**First Report and Order of the Federal Communication Commission,
CC Docket No. 96-98, Implementation of the Local Competition
Provisions of the Telecommunications Act of 1996 (Aug. 8, 1996)**

**This item is omitted from this collection of source materials
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**STATE OF GEORGIA
GEORGIA PUBLIC SERVICE COMMISSION**

CONSIDERATION OF BELL SOUTH)
TELECOMMUNICATIONS, INC.'S)
ENTRY INTO INTERLATA SERVICES)
PURSUANT TO SECTION 271 OF THE)
TELECOMMUNICATIONS ACT OF 1996)

Docket No. 6863-U

DIRECT TESTIMONY OF

C. MICHAEL PFAU

ON BEHALF OF

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.

FEBRUARY 14, 1997

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is C. Michael Pfau. My business address is 295 North Maple Avenue,
3 Basking Ridge, New Jersey 07920.

4
5 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT POSITION?**

6 A. I am employed by AT&T Corp., and I serve as Division Manager, Local Services
7 Division Negotiations Support.

8
9 **Q. WHAT ARE YOUR DUTIES AND RESPONSIBILITIES IN THAT**
10 **CAPACITY?**

11 A. My responsibilities include helping to develop and communicate the business
12 requirements to the regional teams negotiating with the Incumbent Local Exchange
13 Carriers (ILECs). I also assist the regional teams in performing feasibility
14 assessment of business arrangements offered by the ILECs.

15
16 **Q. WHAT IS YOUR PROFESSIONAL EXPERIENCE?**

17 A. I began my career in Bell of Pennsylvania, where I had various assignments in
18 central office engineering, plant extension, circuit layout and regulatory operations.
19 Just prior to divestiture, I moved to AT&T General Departments, where I was
20 responsible for managing intrastate service cost models. My next assignment was
21 in an AT&T regional organization responsible for regulatory implementation
22 support of service and marketing plans within the five Ameritech states. I then
23 moved to a headquarters position responsible for managing market research related

1 to business communications services. Immediately prior to my current assignment,
2 I worked within the product management organization, focusing upon private line
3 data services.

4
5 **Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?**

6 **A.** I have a Bachelor of Science Degree in Mechanical Engineering and a Masters
7 Degree in Business Administration, both from Drexel University. In addition, I
8 have a Professional Engineering License from the State of Pennsylvania.

9
10 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

11 **A.** The purpose of my testimony is to show that BellSouth has not yet met the
12 requirements of section 271 of the Telecommunications Act 1996 ("the Act") with
13 regard to Operations Support Systems ("OSS") access. Non-discriminatory access
14 to BellSouth's OSS functions is a critical component of many of the items
15 contained in Section 271. OSS access involves a combination of computer based
16 systems, communication linkage, databases and human processes needed to deliver
17 local services. Two determinations must be addressed when assessing whether
18 the OSS access satisfies the requirements of section 271. First, a determination
19 must be made that the OSS access made available to CLECs by BellSouth is
20 capable of delivering the functionality necessary to support the key processes of
21 pre-ordering, ordering, provisioning, maintenance and repair, and billing. All, not
22 just some of the OSS access, must be operationally ready. Second, after access to
23 BellSouth's OSS is operational, the determination must be made that such access

1 delivers functional capabilities and information to CLECs that is no different than
2 BellSouth's own access to its OSS with respect to timeliness, accuracy and
3 availability. All OSS access must be shown to operate in a nondiscriminatory
4 manner, as required by the Act.

5
6 Thus far, BellSouth has been ordered by this Commission, to provide certain
7 interim interfaces for OSS access by April 1, 1997 and must provide other
8 interfaces to AT&T by December 31, 1997.

9
10 My testimony is that the OSS access currently promised by BellSouth is not
11 operationally ready. Furthermore, even if this Commission finds that BellSouth's
12 OSS access is operationally ready, which it is not, BellSouth still lacks any means
13 by which to demonstrate nondiscriminatory operation. For these reasons,
14 BellSouth has not yet met section 271's requirements with respect to access to its
15 OSS.

1 I. BELLSOUTH'S OSS ACCESS IS NOT YET OPERATIONALLY READY

2
3 Q. WHAT PARAMETERS MUST BE MET IN ORDER TO DEMONSTRATE
4 THAT BELLSOUTH'S OSS ACCESS IS OPERATIONALLY READY?

5 A. A limited set of questions must be answered affirmatively before OSS access may
6 be considered operationally ready. Each question must be answered affirmatively
7 for each of the five key processes -- pre-ordering, ordering, provisioning,
8 maintenance and repair, and billing -- in order to establish operational readiness.

9 The questions are as follow:

10 (1) Are the interface negotiations closed? Specifically, is each interface fully
11 documented and does the documentation reflect mutual agreement regarding
12 data format and structure, the mechanisms for exchanging information and
13 the business rules applicable to the exchange?

14 (2) Does the delivery of OSS functionality to the CLECs entail no more
15 manual processing than that required by the ILEC when it accesses its OSS?

16 (3) Have the ILEC and CLEC completed pairwise end-to-end testing that
17 demonstrates the OSS access operates as intended?

18 (4) Will OSS access support the transactional load likely to be associated
19 with a highly competitive local service marketplace?

20 (5) Will the OSS access fully and efficiently support the delivery of retail
21 local service through either services resale or use of unbundled network
22 elements?

1 **Q. IS BELLSOUTH'S OSS ACCESS OPERATIONALLY READY?**

2 **A.** No. None of the preceding questions can be answered affirmatively for any one of
3 the required interfaces. In fact, AT&T has concluded negotiations with BellSouth
4 that should result in many of the interfaces that BellSouth now offers being
5 replaced with superior ones by the end of 1997. Many of the interfaces BellSouth
6 is relying upon to demonstrate compliance with Section 271 are interim in nature
7 and are only workable for limited volume market entry.

8

9 **(1) DETAILED INTERFACE NEGOTIATIONS**

10 **ARE NOT CLOSED IN ALL INSTANCES**

11

12 **Q. DOES THE ESTABLISHMENT OF AN INTERCONNECTION**
13 **AGREEMENT BETWEEN AT&T AND BELLSOUTH ASSURE THAT**
14 **ALL NEGOTIATIONS RELATED TO OSS ACCESS ARE CLOSED AS**
15 **WELL?**

16 **A.** No. The interconnection agreement only closes high level issues. Numerous
17 issues remain to be resolved with respect to implementing the terms of the
18 interconnection agreement. Nowhere is this more apparent than in the area of
19 OSS access. For purposes of discussion, negotiations relating to access to OSS
20 functionality proceed through three levels: high level agreements, structural
21 agreements and implementation agreements.

22

1) An example of high level agreement would be an agreement to use Electronic Data Interchange (EDI) for ordering purposes and Ordering and Billing Forum (OBF) guideline forms to handle ordering activities. Agreeing to use EDI and OBF forms for ordering, however, does not result in an operable interface for ordering. Further extensive negotiations and agreements must be reached on very detailed aspects of the business.

2) Reaching structural agreements entails closure at a moderate level of detail. For example, structural agreement on just the Local Service Request Form (only one of a number of forms required to perform ordering functions) requires AT&T and BellSouth to discuss and agree upon whether each of more than 90 Ordering and Billing Forum (OBF) data elements is required, optional, conditional or prohibited on each of at least 15 primary types of order activities. Structural agreements tend to deal with such issues as data structure and formatting.

3) After reaching structural agreement, tactical level agreements concerning implementation must be concluded. By that I mean, continuing with the ordering example, the parties must mutually agree upon the rules applicable to each conditional and optional element, and that a valid source of the element actually exists in an internal system or process. Tactical agreements tend to deal with establishing mutually acceptable business rules and preparation for testing.

1 Q. WHY IS AN AGREEMENT ON FORMAT AND STRUCTURE OF OSS
2 ACCESS IMPORTANT TO ASSURING EQUIVALENT INFORMATION
3 ACCURACY?

4 A. An agreement on format and structure is critical, because the interfacing software
5 and systems of CLECs must be prepared to receive, disassemble, transform, and
6 forward data to supporting business processes and systems that require the data.
7 If the format and/or structure of the data do not match the format and/or structure
8 of the data which the receiving system was designed to accommodate, the wrong
9 activity might occur or the intended processes may fail altogether. To avoid such
10 problems, data format and structure must be agreed upon for all elements of every
11 support transaction, and the resulting agreements must be properly implemented.

12
13 Q. CAN YOU PROVIDE AN ILLUSTRATION OF DATA STRUCTURE OR
14 FORMATTING ISSUES THAT ARE CURRENTLY UNRESOLVED WITH
15 BELL SOUTH?

16 A. Yes. One example of an open data structure on formatting issue involves
17 BellSouth's proposed web-based interface for pre-ordering. The parties have not
18 yet agreed on the necessary data dictionaries to build, communication protocols to
19 use, or transaction identifications with associated data elements. AT&T and
20 BellSouth must reach initial agreement on elements such as these for the web-
21 interface and refine such elements together in order to accurately and efficiently
22 handle pre-ordering functions. Continuing with pre-ordering support, AT&T and

1 BellSouth are only beginning discussions related to the desired interface data
2 structure and format.

3
4 **Q. WHY ARE MUTUALLY ACCEPTABLE BUSINESS RULES NECESSARY**
5 **FOR EFFECTIVE IMPLEMENTATION?**

6 **A.** BellSouth must fully disclose and the CLEC must completely understand the rules
7 for interaction with respect to OSS for pre-ordering, ordering, provisioning,
8 maintenance and repair, and billing before the two companies can effectively
9 transact business. Simply stated, actions expected as the result of the information
10 exchange may be unclear. The process of achieving this understanding is referred
11 to as establishing business rules. Such business rules must be mutually agreeable
12 and fully documented in order for development to occur and before access to OSS
13 functionality reaches a point where testing can occur.

14
15 **Q. HAS AT&T ENCOUNTERED DIFFICULTIES IN COMING TO**
16 **CLOSURE WITH BELLSOUTH WITH REGARD TO BUSINESS**
17 **RULES?**

18 **A.** Yes. With respect to provision of services through resale, AT&T and BellSouth
19 have been discussing business rules since July, 1996 in an effort to bridge the gap
20 between the different methods each company's personnel and systems employ or
21 intend to employ to handle various functions. The parties have not yet reached
22 agreement on all issues. For the provision of services through the use of UNEs,

1 the parties have not begun discussing business rules which will work for both
2 parties.

3

4 **(2) CLEC ACCESS TO SOME OSS FUNCTIONALITY REQUIRES**
5 **GREATER HUMAN INTERVENTION THAN FOR BELL SOUTH TO**
6 **ACCESS THE SAME FUNCTIONALITY**

7

8 **Q. CAN YOU IDENTIFY ANY OSS ACCESS THAT INVOLVES MORE**
9 **EXTENSIVE MANUAL PROCESSING WHEN UTILIZED BY A CLEC AS**
10 **COMPARED TO BELL SOUTH?**

11 **A.** Yes. BellSouth's interim OSS interfaces will likely involve human intervention for
12 the pre-ordering, and probably for the ordering and maintenance, processes.
13 CLEC personnel using the BellSouth re-ordering interim interfaces effectively
14 become the systems integrator between the BellSouth OSS functionality and the
15 CLEC's own OSS. Rather than a machine-to-machine transfer of requests and
16 information, the CLEC representative will find it necessary to engage in potentially
17 two manual input steps. First, the CLEC representative will need to log onto the
18 BellSouth interface for re-ordering functionality and provide information as
19 dictated by BellSouth's input screens. Once the BellSouth interim pre-ordering
20 interface returns the necessary re-ordering information (such as a validated street
21 address or a reserved telephone number) the CLEC representative will then need
22 to manually transfer the returned data from the BellSouth interface from the
23 terminal screen to the CLEC's system.

1

2 Q. WHY MUST BELLSOUTH TAKE STEPS TO ASSURE THAT CLEC
3 ACCESS TO OSS FUNCTIONALITY INVOLVES NO GREATER
4 MANUAL PROCESSING THAN IS REQUIRED BY BELLSOUTH TO
5 ACCESS OSS FUNCTIONALITY?

6 A. The FCC outlines this obligation in its discussion of ILEC delivery of
7 nondiscriminatory access to OSS functionality. The FCC said the following:
8 "Obviously, an incumbent that provisions network resources electronically does
9 not discharge its obligation under section 251(c)(3) by offering competing
10 providers access that involves human intervention . . ." ¹

11

12 (3) END-TO-END TESTING BETWEEN AT&T AND
13 BELLSOUTH HAS ONLY JUST STARTED

14

15 Q. WHY IS END-TO-END TESTING IMPORTANT?

16 A. End-to-end systems and services readiness testing is necessary so that users of the
17 interface (CLECs) have confidence that the information flow is predictable and
18 subject to replication, and that the expected information/functionality will be
19 assessable and useable as promised by BellSouth. The information flow must be
20 tested through all stages, including the initiation of the transaction, movement of
21 the data elements through the CLEC OSS, transmission of the information across

¹ First Report and Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 (released August 8, 1996), at ¶ 523.

1 the interface, processing of the data within BellSouth's OSS, and subsequent
2 return of data to the CLEC or the execution of specific tasks by BellSouth. In
3 other words, the tests must confirm that the access to functionality works and
4 supports the business activities as intended.

5

6 **Q. HAVE THE INTERIM INTERFACES THAT BELL SOUTH IS IN THE**
7 **PROCESS OF ESTABLISHING BEEN SUBJECT TO ADEQUATE END-**
8 **TO-END TESTING?**

9 **A.** No. The end-to-end testing process for resale with BellSouth has only just started
10 and no testing for UNEs interfaces between AT&T and BellSouth has begun.
11 Thus, current testing will only address the use of interfaces in support of resale.
12 Even if this current testing were substantially complete — which it is not — no
13 conclusions could be drawn from those tests with respect to the adequacy of OSS
14 access support for UNEs.

15

1 **(4) NO CONCLUSIONS CAN BE DRAWN REGARDING LOAD**
2 **CARRYING CAPACITY OF THE BELL SOUTH OSS ACCESS**

3
4 **Q. HAS BELL SOUTH DEMONSTRATED THAT ITS OSS ACCESS WILL**
5 **HANDLE THE VOLUME OF ACTIVITY LIKELY TO OCCUR?**

6 **A. No, and the situation is troublesome. An interface that operates satisfactorily at**
7 low volume but "chokes" the flow of essential servicing information at market
8 volumes will place CLECs at a competitive disadvantage.

9
10 In the long distance market, more than 5% of the IXC's 19,000,000 customers
11 change their provider each month. This equates to turning over the entire base of
12 customers in less than two years. If competition for local services is even a
13 remote possibility, then BellSouth should be preparing for or possess the ability to
14 quickly handle similar volumes. BellSouth (in Georgia) currently serves in excess
15 of 3.5 million access lines. If the same proportion of customers change local
16 providers as frequently as long distance providers, then BellSouth must have
17 interface capacity for processing an average of over 5,000 orders per day. Based
18 on recent communications from BellSouth, we do not believe BellSouth's OSS
19 ordering interfaces are currently ready to handle even close to this volume.

20
21 BellSouth should be required to have the capacity available to process such a level
22 of local service activity regardless of the interface. In the alternative, provided

1 adequate enforcement remedies exist, BellSouth must establish that it has sufficient
2 capability to add capacity quickly, in the matter of a month or two, if available
3 capacity proves to be insufficient at some future point in time.

4
5 AT&T's experience in California illustrates the importance of capacity to a
6 CLEC's ability to enter the local service market and quickly move customers
7 among local service providers. Pacific Bell has only committed to process less
8 than 500 orders per day as of the beginning of March and increase to only 1350
9 orders per day by May. Given that Pacific Bell currently has about 15 million
10 access lines, Pacific Bell only has the monthly capacity to handle AT&T orders
11 affecting about 0.2% of the Pacific Bell access lines, even at the level projected
12 for May, 1997. At such capacity, AT&T could capture less than 2.4% of the
13 overall market in the space of a year. This situation must be avoided in Georgia if
14 consumers are to receive the benefits of competition. The ability of CLECs to win
15 and retain customers must be limited only by the competitiveness of their products,
16 not by the capacity of the ILEC's OSS.

1 **(5) OSS ACCESS SUPPORTING UNBUNDLED NETWORK ELEMENT**

2 **USE IS ONLY PROMISED AND APPEARS INEFFICIENT**

3
4 **Q. DOES THE CURRENT ACCESS TO OSS FUNCTIONALITY SUPPORT**
5 **BOTH THE RESALE OF RETAIL SERVICES AND USE OF**
6 **UNBUNDLED NETWORK ELEMENTS?**

7 **A.** No. At present, only certain resale ordering interfaces with limited functionality
8 are even in the testing phase. CLECs, or anyone else, will not have an opportunity
9 to assess the operations of highly critical interfaces to UNEs until such interfaces
10 are operational at some point in the future. Certainly no conclusions can be drawn
11 regarding whether they will provide nondiscriminatory access to OSS
12 functionality.

13
14 **Q. IS THERE ANY INDICATION THAT BELL SOUTH'S SUPPORT OF THE**
15 **USE OF UNEs WILL BE CUMBERSOME AND POSSIBLY**
16 **INEFFICIENT?**

17 **A.** Yes. As an example, if a CLEC wishes to utilize an unbundled loop and network
18 interface device, billing will be rendered through BellSouth's Carrier Access
19 Billing System (CABS). If these same two elements are combined with a switch
20 port, then the billing to the CLEC will be rendered through the BellSouth
21 Customer Record Information System (CRIS). This situation will exist until
22 BellSouth provides billing in CABS format, which is not scheduled to be available
23 until August 1. This situation makes bill verification more complex for the CLEC
24 than if the CLEC were to exclusively utilize services resale rather than UNE
25 combinations.

1 **II. BELLSOUTH CANNOT DEMONSTRATE THAT IT PROVIDES**
2 **NONDISCRIMINATORY ACCESS TO OSS FUNCTIONALITY**

3
4 **Q. DOES BELLSOUTH CURRENTLY PROVIDE AT&T WITH**
5 **NONDISCRIMINATORY ACCESS TO ITS OSS FUNCTIONALITY AS**
6 **REQUIRED BY SECTION 271?**

7
8 **A.** No. As I have already stated, the requisite OSS access is not fully operational.
9 Furthermore, no mechanism exists for any party to independently confirm the
10 nondiscriminatory operation of OSS access that BellSouth does or will provide.
11 The ability to make such confirmation requires the existence of a measurement
12 plan.

13
14
15 **Q. DOES A STATEMENT BY BELLSOUTH -- THAT IT PLANS TO**
16 **DELIVER NONDISCRIMINATORY ACCESS BY APRIL 1, 1997 --**
17 **SATISFY ITS OBLIGATION TO PROVIDE NONDISCRIMINATORY**
18 **ACCESS?**

19 **A.** No. A unilateral declaration of future availability of an interface cannot be
20 considered sufficient to establish nondiscriminatory access. It is not clear whether
21 BellSouth thinks nondiscrimination is self-evident or if it believes that BellSouth
22 should be the sole authority for determining whether or not its OSS access is
23 nondiscriminatory. Nondiscriminatory access to OSS functionality must be
24 validated by actual measurements, and continued delivery of nondiscriminatory
25 OSS access must be monitored on an on-going basis until competition in local
26 services is irreversibly established within the state of Georgia. Due to its current

1 monopoly position and its virtually absolute control over the quality of OSS
2 access, BellSouth cannot be the sole arbiter of what is measured in order to
3 validate the existence of nondiscriminatory access.

4
5
6 **Q. HOW CAN THE DELIVERY OF NONDISCRIMINATORY ACCESS TO**
7 **OSS FUNCTIONALITY BE VERIFIED AND MONITORED?**

8 A. A measurement plan is needed both to accomplish the initial validation and to
9 provide on-going monitoring of access to unbundled network elements in general
10 and, more specifically, OSS functionality. A plan must exist for measuring access
11 for the provision of resale services and UNE, and an acceptable measurement plan
12 must embody at least four characteristics: (1) the plan supports statistically valid
13 comparisons of CLEC experience to that of BellSouth's local service operations;
14 (2) the plan accounts for potential performance variations due to differences in
15 service and activity mix; (3) the plan accommodates not only service-oriented
16 measures but also measures directed at UNEs in general and OSS interfaces in
17 particular; and (4) the plan is implemented and producing results which
18 demonstrate that nondiscriminatory access to OSS functionality is, indeed, being
19 delivered across all interfaces and a broad range of resold services and unbundled
20 network elements.